

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

PARKING AND HIGHWAY IMPROVEMENT (STRIPER-LABORER)

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES**

LABORERS' MASTER STRIPING AGREEMENT

This Agreement made and entered into this 1st day of July, 2000 by and between the **Associated General Contractors of California, Inc.**, on behalf of its respective eligible members, hereinafter referred to as the **Contractors**; and, the **Southern California District Council of Laborers** affiliated with the Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated **Laborers' Local Union No. 1184**, which have jurisdiction over the work covered by this Agreement, hereinafter referred to as the **Union**.

P U R P O S E

The Contractors are engaged in the business of Striping, and related work activities, of asphalt, mastic, concrete or other paved surfaces in Southern California. In the performance of their contracting operations the Contractors are employing and will employ workers. It is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for workers employed by the Contractors and to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto, to the end that the Contractors are assured continuity of operation and workers are assured continuity of employment.

ARTICLE I

General Provisions

The term "Association" shall refer to the Associated General Contractors of California, Inc.

The term "Contractor(s)" or "Employer" shall refer to a person, firm or corporation party to this Agreement.

The term "Union" means the Southern California District Council of Laborers and its affiliated Local Union, Laborers Local Union No. 1184.

The term "Worker" or "Workers," as used herein, shall refer to a person or persons, in the labor market who are not employed.

The term "Employee(s)" as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement.

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refusing to perform work which would endanger his health or safety, or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor Management Relations Act of 1947, as amended.

2. The Contractor shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the District Council nor the Local Union are responsible for such implementation or maintenance.

B. Rest Periods

1. Employees shall be given a rest period of not less than eight (8) hours between the termination of work including any overtime work, except for pre-shift overtime work up to a maximum of eight (8) hours, and the commencement of another straight time shift, unless performing emergency work which is not considered a normal job operation.

2. If employees do not receive the required eight (8) hour rest period, they shall be paid at the applicable overtime rate for each hour worked until they receive eight (8) hours rest off the job or project, regardless if a new workday starts or not.

C. Drinking Water

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups and adequate toilet facilities in accordance with California State Law.

D. Signing of Documents

Workers and/or employees shall not be required to sign any documents other than those required by law. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Contractor.

ARTICLE XV

TRAVEL, SUBSISTENCE AND SHOW UP PAY

A. Travel Time.

1. The Contractor shall pay the employee at the employee's appropriate classification wage rate with full contributions to the

Trust Funds for all hours worked or paid for travel from the permanent yard to the jobsite; from jobsite to jobsite; and from the jobsite to the permanent yard.

2. On pure travel days where employees are provided subsistence or overnight room and board, all hours the first day preparing for (including yard work, loading) and traveling to the jobsite, and all hours the last day closing down the job (including loading) and traveling to the permanent yard, shall be paid at the employee's appropriate classification rate contained in this Agreement with full contributions to the Trust Funds for all hours worked or paid. The provisions of Article X A (2) shall apply for all hours worked or paid over eight hours per day or worked on the sixth or seventh day.

3. An employee who is not qualified and/or not requested to drive a Contractor's vehicle may be instructed to report to the first jobsite of the day on the employee's own time and without pay, provided that the jobsite is no more than sixty (60) street miles from his home. If the jobsite exceeds sixty (60) street miles from the employee's home, the employee must be notified to report to the permanent yard. If the Contractor does not notify the employee to report to the permanent yard and the employee drives more than sixty (60) street miles from his home to the jobsite, the employee shall be paid the appropriate wage rate with full fringe benefit contribution, together with mileage reimbursement at the I.R.S. approved rate, for such travel.

No employee shall be required to use his own vehicle to drive from jobsite to jobsite.

B. Subsistence.

1. Subsistence shall be paid at the rate of fifty dollars (\$50.00) per scheduled workday when the employee actually stays overnight near the jobsite. There shall be no prorating of subsistence.

2. In lieu of subsistence pay, the Contractor may provide and maintain acceptable room and board on or near the project seven (7) days per week in compliance with California State Laws.

If this section is in conflict with either the federal Davis Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay subsistence in accordance with those statutes, provided, that the Contractor pay not less than is stipulated in this section.

C. Show Up Time. Employees who report for work and for whom no work is provided, shall receive a minimum of two (2) hours work

payable at the regular rate of pay, plus benefits. Employees shall be considered as having been ordered to work if, after checking with the Dispatcher, the Dispatcher failed to notify the Employee not to report to work. An employee who reports for work and is dispatched to a jobsite shall receive not less than four (4) hours work payable at the regular rate of pay, plus benefits; and if more than four (4) hours are worked in any one day, shall receive his regular rate of pay and benefits for his actual hours worked. New employees on their first day of work shall be paid for their actual hours worked. Neither the Contractor nor Employee will devise or put into operation any scheme, whether herein enumerated or not, to obtain an unwarranted benefit from the terms of this paragraph.

If this section is in conflict with either the federal Davis Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay show up time in accordance with those statutes, provided, that the Contractor pay not less than is stipulated in this section.

ARTICLE XVI

Wages and Fringe Benefits

A. Overtime Rates

Time and one-half (1½X), except on Holidays, which are double-time (2X).

B. Hourly Wage Rates

The following hourly wage rates shall apply to the following classifications on all striping and related work performed as part of the striping operation covered by the terms of this Agreement:

Effective August 1, 2000

GROUP I

Hourly Rate

Protective Coating, Pavement Sealing,
including repair and
filling of cracks by any method
on any surface in parking lots,
game courts, and playgrounds;
installation of car stops;
operation of all related machinery
and equipment; handling of related materials.
Equipment Repair Technician,
performs major repairs on all
equipment and machinery used by
the contractor for the jobsite.

\$19.60